



Commonwealth of Virginia
Virginia Information Technologies Agency

**RADIO & TELECOMMUNICATIONS EQUIPMENT, ANTENNAS &
ACCESSORY ITEMS**

Mandatory Use Contract for State Agencies & Institutions (over \$100)

Date: April 27, 2004
Contract #: See Page 3
Authorized User: State Agencies, Institutions and Political Subdivisions as defined in the Code of Virginia.
Contractors: See page 3.
Term: June 30, 2004 – June 29, 2005
F.O.B.: Destination (Orders over \$100)
Delivery: 60 Days ARO
Payment: Net 30 days

For Additional Information, Please Contact:

Contract Compliance Information:
Joe Parr
Contract Officer
Phone: 804-371-5991
E-Mail: joe.parr@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://asd.virginia.gov>

RADIO & TELECOMMUNICATIONS EQUIPMENT, ANTENNAS & ACCESSORY ITEMS

CONTRACT CHANGE LOG

Change

[illegible]

FIN/FEI NUMBER**CONTRACTORS' INFORMATION**

65-0916944

M/A-COM, INC.
221 Jefferson Ridge Parkway
PO Box 2000
Lynchburg, VA 24501

Contract # VA-000630-CNER

Contact: Jane P. Wargo
Phone: 804-330-0562
Fax: 804-330-0878
Email: wargoja@tycoelectronics.com

58-1872698

SECOM SYSTEMS, INC.
5255 Triangle Parkway
Suite 670
Norcross, GA 30092

Contract # VA-000630-SECO

Contact: Mr. Bryan A. Vacca
Phone: 410-840-8784
Fax: 770-453-9786
Email: bryan@secomwireless.com

95-2815202

VERTEX STANDARD USA, INC.
PO Box 173
Hopkinton, MA 01748

Contract # VA-000630-VSC

Contact: Mr. Jim Driscoll
Phone: 508-435-3905
Fax: 508-435-0525
Email: j.driscoll@vxstdusa.com

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by the Virginia Information Technologies Agency for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

ORDERS: Unless otherwise instructed by the Virginia Information Technologies Agency (VITA), all agencies, institutions and public bodies of the Commonwealth of Virginia may order Radios and Telecommunications Equipment, Antennas and Accessory items directly from the contractors listed herein, by one of the following methods:

1. Issuing Agency Purchase Order (form DPS-41-056) or by issuing their own purchase order form.
2. Verbal Order (for orders valued under \$2,000): Local control number must be provided by the authorized ordering official, which must also appear on invoice.

DELIVERY: Minimum orders will be \$100.00 for F.O.B. delivery to ordering agencies within the Commonwealth of Virginia. For orders of less than \$100.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value, which are made at the option of the contractor, shall be made F.O.B. Destination with no transportation charges added. If, at the agency's request, shipments are below the minimum order value, the contractor may add actual transportation costs to invoice for payment.

EQUIPMENT: Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

WARRANTY: Shall begin on date of acceptance by the user. The contractor shall repair or replace all equipment returned for repair within 7 days of receipt. For items that must be repaired on-site or for which the user has selected on-site warranty/maintenance, the contractor guarantees that the user will not be out of service for more than 24 hours. The contractor may replace, repair or loan the end-user similar equipment to meet this requirement.

The contractor shall provide necessary preventative maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in operational condition during the warranty period.

The contractor is required to provide two types of Warranty Service. For all Handheld and Mobile Equipment complete with sundries and accessories, the Contractor shall provide depot (return to vendor) warranty services. For all other types of Equipment, the Contractor shall provide On-Site Warranty service.

a. For Handheld and Mobile Equipment:

Contractor will provide depot warranty services (labor and parts) for a period of not less than twelve (12) months or such greater period as may be provided in the Schedule, beginning on the date of acceptance, at no cost to the State. Contractor shall act as sole point of contact for all units repaired under warranty. The Commonwealth shall send the Equipment to the Contractor, postage paid, and the Contractor shall repair or replace the Equipment and return to the Commonwealth, postage paid, within 7 days of receipt.

b. For all other Equipment – not Handheld and Mobile:

Contractor will provide On-Site warranty (labor, travel and parts) for a period of not less than twelve (12) months, or such greater period as may be provided in the Schedule, beginning on the date of acceptance, at no cost to the State. Contractor shall act as sole point of contact for all units repaired under warranty. All warranty services shall be provided during the Principal Period of Maintenance, which is hereby defined as 8 a.m. to 5 p.m. Monday through Friday, State Holidays excluded. The Contractor shall respond to all requests for warranty service and repair or replace the Equipment to a restored operation within twenty-four (24) hours after notification that a failure has occurred.

Prior to the expiration of the warranty period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Equipment to the Contractor's repair facility. When repair of the Equipment is completed, the Contractor shall bear all costs associated with returning the Equipment to the State's original point of shipment. Contractor shall repair the Equipment or provide an interim replacement product, within 24 hours of notification that a malfunction exists.

Any interim product(s) will be provided at no additional cost to the State, until the original product is returned, in good working condition.

All parts used under this agreement must be new parts or refurbished parts certifiable as new. Parts which have been replaced shall become the property of the Contractor.

Equipment Replacement: In the event that the Equipment furnished under this Agreement experiences continual maintenance downtime while under maintenance, and as a result the total system is inoperative in excess of 5% of total time available for daily service (e.g., 45 hours per week, 180 hours per month, 5%=9 hours per month) for three consecutive calendar months, the State reserves the right to require the Contractor to replace the machine at no cost to the State. The replacement machine/device shall be installed no later than thirty (30) days after the State requests the Contractor to provide a replacement.